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TANTRIS IP, LLC and
TANTRIS RETAIL, LLC

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
WESTERN DIVISION**

PRANA LIVING, LLC) Case No. 2:17-cv-2804 (DMG) (RAOx)
Plaintiff,)
v.) **ANSWER TO COMPLAINT**
TANTRIS IP HOLDINGS, LLC and)
TANTRIS RETAIL, LLC,)
Defendants.)

1 Defendants TANTRIS IP, LLC (“TIP”) (named incorrectly herein as
2 “TANTRIS IP HOLDINGS, LLC”) and TANTRIS RETAIL, LLC (“TR” and,
3 together with TIP, “Tantris”), by their attorneys Pryor Cashman LLP, hereby
4 answer the April 12, 2017 Complaint (the “Complaint”) of Plaintiff PRANA
5 LIVING, LLC (“Prana”) as follows:

6 1. Deny knowledge or information sufficient to respond to the
7 allegations in paragraph 1 of the Complaint and the legal conclusions therein,
8 except deny that Tantris engaged in any trademark infringement or unfair
9 competition and admit that Prana purports to base this Court’s subject matter
10 jurisdiction on the statutes cited therein.

11 2. Deny knowledge or information sufficient to respond to the
12 allegations in paragraph 2 of the Complaint and the legal conclusions therein,
13 except deny that Tantris engaged in any acts giving rise to the claims asserted in
14 the Complaint and admit that TR does business within this judicial district and that
15 Prana purports to base venue on the statute cited therein.

16 3. Admit the allegations in paragraph 3 of the Complaint.

17 4. Deny knowledge or information sufficient to respond to the
18 allegations in paragraph 4 of the Complaint and the legal conclusions therein,
19 except admit that TR does business in the State of California.

20 5. Deny knowledge or information sufficient to respond to the
21 allegations in paragraph 5 of the Complaint and the legal conclusions therein,
22 except deny that TIP has taken deliberate action to directly target consumers in this
23 judicial district.

24 6. Deny knowledge or information sufficient to respond to the
25 allegations in paragraph 6 of the Complaint.

26 7. Admit the allegations in paragraph 7 of the Complaint.

27 8. Admit the allegations in paragraph 8 of the Complaint.

1 9. Deny knowledge or information sufficient to respond to the
2 allegations in paragraph 9 of the Complaint.

3 10. Deny knowledge or information sufficient to respond to the
4 allegations in paragraph 10 of the Complaint.

5 11. Deny knowledge or information sufficient to respond to the
6 allegations in paragraph 11 of the Complaint.

7 12. Deny knowledge or information sufficient to respond to the
8 allegations in paragraph 12 of the Complaint and the legal conclusions therein, and
9 refer the Court to the trademark documents referenced therein.

10 13. Deny knowledge or information sufficient to respond to the
11 allegations in paragraph 13 of the Complaint and the legal conclusions therein, and
12 refer the Court to the trademark documents referenced therein.

13 14. Deny knowledge or information sufficient to respond to the
14 allegations in paragraph 14 of the Complaint.

15 15. Deny knowledge or information sufficient to respond to the
16 allegations in paragraph 15 of the Complaint.

17 16. Admit the allegations in paragraph 16 of the Complaint.

18 17. Admit the allegations in paragraph 17 of the Complaint.

19 18. Admit the allegations in paragraph 18 of the Complaint.

20 19. Deny the allegations in paragraph 19 of the Complaint except admit
21 that TR uses the logo defined in the Complaint as the “Tantris Logo” in connection
22 with its studio and the products sold therein.

23 20. Deny the allegations in paragraph 20 of the Complaint.

24 21. Deny knowledge or information sufficient to respond to the
25 allegations in paragraph 21 of the Complaint and the legal conclusions therein,
26 except deny any similarities between Tantris goods or services and Prana goods or
27 services and admit that Tantris received a letter from Prana dated February 14,
28 2017 and refer the Court to that letter for the contents thereof.

22. Deny the allegations in paragraph 22 of the Complaint except admit that TIP submitted a trademark application on February 17, 2017 and refer the Court to that application for the contents thereof.

23. Admit the allegations in paragraph 23 of the Complaint and refer the Court to the document referenced therein for the contents thereof.

24. Deny the allegations set forth in paragraph 24 of the Complaint except admit that through the date hereof, TIP has exclusively licensed the use of the Tantris Logo on and in connection with Class 25 goods to one of the co-owners of TIP, Jacques Moret, Inc. (“JMI”), a clothing manufacturer, and further aver that all of the licensed uses of the Tantris Logo made by JMI under the license inure to the benefit of and are tantamount to use by TIP.

25. Deny the allegations in paragraph 25 of the Complaint and the legal conclusions therein.

26. Deny the allegations in paragraph 26 of the Complaint and the legal conclusions therein.

27. Deny the allegations in paragraph 27 of the Complaint and the legal conclusions therein.

FIRST CAUSE OF ACTION

28. Tantris incorporate and reallege their preceding responses as if set forth fully herein.

29. Deny the allegations in paragraph 29 of the Complaint and the legal conclusions therein.

30. Admit the allegations in paragraph 30 of the Complaint.

31. Admit the allegations in paragraph 31 of the Complaint but denies that any such permission or authority was necessary.

32. Deny the allegations in paragraph 32 of the Complaint and the legal conclusions therein, except admit that any action Tantris has taken was without

1 Prana's authority or consent but denies that any such authority or consent was
2 necessary.

3 33. Deny the allegations in paragraph 33 of the Complaint and the legal
4 conclusions therein.

5 34. Deny knowledge or information sufficient to respond to the
6 allegations in paragraph 34 of the Complaint.

7 35. Deny the allegations in paragraph 35 of the Complaint and the legal
8 conclusions therein.

9 36. Deny the allegations in paragraph 36 of the Complaint and the legal
10 conclusions therein.

11 37. Deny the allegations in paragraph 37 of the Complaint and the legal
12 conclusions therein.

13 38. Deny the allegations in paragraph 38 of the Complaint and the legal
14 conclusions therein.

15 **SECOND CAUSE OF ACTION**

16 39. Tantris incorporate and reallege their preceding responses as if set
17 forth fully herein.

18 40. Deny the allegations in paragraph 40 of the Complaint and the legal
19 conclusions therein.

20 41. Deny the allegations in paragraph 41 of the Complaint and the legal
21 conclusions therein.

22 42. Deny the allegations in paragraph 42 of the Complaint and the legal
23 conclusions therein.

24 43. Deny the allegations in paragraph 43 of the Complaint and the legal
25 conclusions therein.

26 **THIRD CAUSE OF ACTION**

27 44. Tantris incorporate and reallege their preceding responses as if set
28 forth fully herein.

45. Deny the allegations in paragraph 45 of the Complaint and the legal conclusions therein.

46. Deny the allegations in paragraph 46 of the Complaint and the legal conclusions therein.

47. Deny the allegations in paragraph 47 of the Complaint and the legal conclusions therein.

48. The “PRAYER FOR RELIEF” and “JURY DEMAND” and paragraphs which immediately follow paragraph 47 of the Complaint state a demand for relief to which no responsive pleading is required but, should a response be required, Tantris deny that Prana is entitled to any relief demanded therein (including all subparts).

AFFIRMATIVE DEFENSES

FIRST AFFIRMATIVE DEFENSE

1. The Complaint fails to state a claim upon which relief can be granted.

SECOND AFFIRMATIVE DEFENSE

2. Prana's claims are barred by the equitable doctrines of waiver, estoppel, laches, acquiescence, and/or unclean hands.

THIRD AFFIRMATIVE DEFENSE

3. Tantris did not commit any act of infringement.

FOURTH AFFIRMATIVE DEFENSE

4. Without admitting the use of any trademarked material allegedly owned by Prana, the Tantris Logo is not “confusingly similar” to any trademarked material allegedly owned by Prana.

FIFTH AFFIRMATIVE DEFENSE

5. There is no likelihood of confusion, mistake or deception because, *inter alia*, Prana's allegedly trademarked material is weak and cannot be distinctive to Prana.

1 **SIXTH AFFIRMATIVE DEFENSE**

2 6. Tantris reserve the right to assert any other such affirmative defenses
3 in the event that further investigation and discovery indicates that they are proper.

4 WHEREFORE, Tantris pray for judgment dismissing the Complaint in its
5 entirety, awarding Tantris their costs and attorneys' fees, and for such other and
6 further relief as the Court deems just and proper.

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11 DATED: June 16, 2017

12 PRYOR CASHMAN LLP

13 By: /s/ Benjamin S. Akley

14 Michael J. Niborski
15 Benjamin S. Akley

16 *Attorneys for Defendants*
17 TANTRIS IP, LLC and
18 TANTRIS RETAIL, LLC

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